

INTERGOVERNMENTAL AGREEMENT
BETWEEN COOK COUNTY
AND THE CITY OF CHICAGO
REGARDING PRINTING SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate and home-rule unit of government under the Constitution and laws of the State of Illinois, and the City of Chicago (the "City"), a municipal corporation of the State of Illinois. The County and the City are sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorize and encourage intergovernmental cooperation; and

WHEREAS, the County and the City are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, both the City and County have printing operations and the capacity to produce a variety of printed materials; and

WHEREAS, the County has a backlog of print requests and the City sometimes receives print requests for color or other specialty jobs that require the type of equipment operated by the County; and

WHEREAS, the County has agreed to complete some of the City's color and other specialty print jobs and the City has agreed to perform typesetting and print services with respect to the County's backlog of print jobs as may be requested; and

WHEREAS, the County and the City, by this instrument, desire to memorialize their respective obligations and responsibilities regarding the provision of printing services to each other;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions herein set forth in this Agreement, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.

2. **Agreement.** The Parties agree to the following terms:

- A. The City will provide typesetting and print services for the County in cases in which the County has a backlog of print jobs or for which the County may not currently have available the necessary supplies to perform the required print work. The type of printing performed by the City for the County will include, but not be limited to, the printing of envelopes and carbonless (NCR) print orders. The City shall notify the County in writing of the cost of the print services prior to performing print services or print job on behalf of the County.
- B. The County will provide the City the services and equipment necessary to complete the color or other specialty jobs ordered by the City, e.g., the production of calendars. The County shall notify the City in writing of the cost of the print services prior to performing print services or print job on behalf of the City.
- C. The County Manager of Printing and Graphic Services and the City Manager of Graphics and Reproduction Center of the Department of Fleet and Facility Management will work together, coordinate, and request printing services or print jobs to be performed by the other as necessary at an agreed and quoted price and in a timeframe agreed to by the parties.

3. **Remuneration.**

- A. **By County to City.** For and in consideration of the City providing the County printing services pursuant to the Agreement, the County shall pay the City at the agreed quoted price for each print job.

The City will bill the County for the printing services and expenses at the end of each calendar quarter and the County shall remit payment to the City within thirty (30) calendar days of the County's receipt of an invoice. Invoices will be sent on the first day of the quarter and will include fees for the previous quarter. Information included with the invoice shall include a detailed description of each print job, the number of impressions, cost per unit, and the total cost of each print job.

- B. **By City to County.** For and in consideration of the County providing the City color and specialty printing services, the City shall pay the County at the agreed quoted price for each print job.

The County will bill the City for the printing services and expenses at the end of each calendar quarter and the City shall remit payment to the County within thirty (30) calendar days of the City's receipt of an invoice. Invoices will be sent on the first day of the quarter and will include fees for the previous quarter. Information included with the invoice shall include a detailed description of each print job, the number of impressions, cost per unit, and the total cost of each print job.

4. **Termination.** Either Party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days written notice to the other Party. In the event of the termination of this Agreement, at the expiration of the notice period, the duties and obligations by and between the Parties as set forth herein shall be deemed null and void and shall have no further effect.

5. **General Provisions**

- A. **Governing Law and Venue.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

- B. **Default.** The City shall be in default hereunder in the event of a material breach, by the City of any term or condition of this Agreement where the City has failed to cure such breach within ninety (90) days after written notice of breach is given to City by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the City shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the City, the County shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the City.

The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement where the County has failed to cure such breach within ninety (90) days after written notice of breach is given to the County by the City, setting forth the nature of such breach. Failure of City to give written notice of breach to the County shall not be deemed to be a waiver of the City's right to assert such breach at a later time. Upon default by the County, the City shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days' notice to the County.

- C. **Modification.** This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

- D. Force Majeure. Neither the County nor the City shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- E. Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the Parties.
- F. Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE COUNTY:

Martha Martinez
Acting Chief Administrative Officer
118 N. Clark Street, Room 801
Chicago, IL 60602

with a copy to:

Carlos Ponce
Deputy Chief of Staff
118 N. Clark Street, Room 537
Chicago, IL 60602

TO THE CITY:

David J. Reynolds
Commissioner, Fleet and Facility Management
30 N. LaSalle Street, Room 300
Chicago, IL 60602

with a copy to:

City of Chicago Law Department
121 N. LaSalle Street, Room 600
Chicago, IL 60602
Attn.: Finance & Economic Development Division

- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and

commitments between the City and the County with respect to the subject matter hereof. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

- H. No Joint Venture. This Agreement shall in no event be construed in such a way that either the County or the City constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.
- I. Approval Required and Binding Effect. This Agreement between the County and the City shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the City. This Agreement constitutes a legal, valid and binding agreement, enforceable against the City and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms.
- J. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.
- K. Survival. Any provisions of this Agreement that impose continuing obligations upon a party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as intended.
- L. Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, neither the County nor the City has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.
- M. Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. Any reference to the County includes the County's officers, commissioners, employees, attorneys, agents, and assigns. Any reference to the City includes the City's officers, member, employees, attorneys, agents, and assigns. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and

shall not be considered by either party in construing the meaning of this Agreement. If any provision or clause of this Agreement shall be held to be invalid, such provision or clause shall be deleted from the Agreement and the Agreement shall be construed to give effect to the remaining portions thereof.

- N. Counterparts. This Agreement is comprised of several identical counterparts, each to be fully executed by the Parties and each to be deemed an original having identical legal effect.

6. Authority

Execution of this Agreement is authorized by Section 2-51-050(o) of the Municipal Code of Chicago, and was approved by the Cook County Board of Commissioners on March 20, 2013.

**END OF PAGE
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

COUNTY OF COOK:

[Redacted Signature]

TONI PRECKWINKLE, President
Board of Commissioners

[Redacted Signature]

Attest:

DAVID D. ORR
County Clerk

CITY OF CHICAGO

[Redacted Signature]

By ~~David J. Reynolds~~, Commissioner
Dept. of Fleet and Facility Management

DATED:

05/02/13

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 20 2013

COM _____

Acknowledged:

[Redacted Signature]

Martina Martinez, Acting CAO
Bureau of Administration

DATED:

5/2/13

Approval as to Form:

[Redacted Signature]

Assistant State's Attorney